



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

RECORDATION NO. 6425-C

NOV 22 1976 10 59 AM

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

November 22, 1976 INTERSTATE COMMERCE COMMISSION
150-20-2-208

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

6-3281051
NOV 22 1976
Date
Fee \$ 1.00
ICC Washington, D. C.

Dear Mr. Oswald:

We enclose for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, executed counterparts Nos. 1 - 5, inclusive, of a Supplemental Assignment dated as of November 22, 1976, to Conditional Sale Agreement and Assignment thereof, both dated as of December 1, 1971, described in detail below, filed with the Commission for recordation on December 14, 1971, at 2:10 PM and bearing Recordation No. 6425. A Supplemental Agreement dated August 19, 1974 was filed with your Commission on August 29, 1974 at 12:15 PM and assigned Recordation No. 6425-A and a Statement of Replacement of Equipment was filed with your Commission on October 7, 1974 at 10:50 AM and assigned Recordation No. 6425-B.

Each of the enclosed counterparts constitutes an original and for recordation purposes counterpart No. 3 may be treated as an original.

1. Names and addresses of parties to the Supplemental Assignment

- (a) Assignee - Chemical Bank, as Agent, 20 Pine Street, New York, New York 10015
- (b) Successor Assignee - Bankers Trust Company, as Agent, P. O. Box 318, Church Street Station, New York, New York 10015.

2. Description of equipment covered by Conditional Sale Agreement as supplemented, and Statement of Replacement

The equipment is marked as follows:

"CHEMICAL BANK, AGENT-SECURITY OWNER"

RECEIVED

Nov 23 10 22 AM '76

I.C.C.
FEE OPERATING

Mr. Robert L. Oswald

November 22, 1976
150-20-2-208

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Designation</u>	<u>No.</u>	<u>SCL Road Numbers</u>
Gondola Cars	77-ton 52'6" High Side	GB	200	130550-130740, both incl. 130742-130749, both incl. and 155397

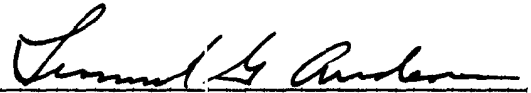
3. The original Supplemental Assignments (counterparts Nos. 3, 4 and 5) should be returned to Mr. Erle J. Zoll, Jr., 1000 Connecticut Avenue, N.W., Washington, D.C. 20036, acting on my behalf.

Voucher payable to the order of the Interstate Commerce Commission in the amount of \$10.00 to cover the recordation fee for the Supplemental Assignment is enclosed.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By



Leonard G. Anderson
Vice President and Treasurer

NOV 23 1976

THIS SUPPLEMENTAL ASSIGNMENT, dated as of November 22, 1976, between CHEMICAL BANK, a corporation organized and existing under the laws of the State of New York, as Agent (hereinafter sometimes called "Assignee"), under an Agency Agreement dated as of December 1, 1971, among Chemical Bank, Seaboard Coast Line Railroad Company, and the parties named in Schedule A thereto and BANKERS TRUST COMPANY, a banking corporation organized and existing under the laws of the State of New York, as successor Agent under said Agency Agreement (hereinafter sometimes called "Successor Assignee").

W I T N E S S E T H:

WHEREAS, under a Conditional Sale Agreement dated as of December 1, 1971, by and between B. H. HANSEN (therein called Hansen and sometimes herein called "Vendor") and SEABOARD COAST LINE RAILROAD COMPANY (therein called the Railroad and sometimes herein called "Vendee"), as amended by a Supplemental Agreement dated as of August 19, 1974 (said Conditional Sale Agreement, as amended, the "Conditional Sale Agreement"), the Vendor agreed to construct, sell and deliver to Vendee and Vendee agreed to buy from Vendor and to accept delivery of certain items of railroad equipment described therein (hereinafter called "Equipment");

WHEREAS the Vendor by an Agreement and Assignment

dated as of December 1, 1971, sold, assigned, transferred and set over to the Assignee, its successors and assigns, all right, title and interest of the Vendor under the Conditional Sale Agreement subject to certain exceptions and upon the terms and provisions as provided therein; and

WHEREAS, Section 7 of said Agreement and Assignment provides that the Assignee may assign to the Successor Assignee all right, title and interest of the Assignee under the Conditional Sale Agreement upon the terms and conditions provided in said Section 7.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE ONE

The Assignee hereby substitutes the Successor Assignee for the Assignee under said Agreement and Assignment, and the Successor Assignee agrees to be substituted for the Assignee under said Agreement and Assignment.

ARTICLE TWO

The Assignee does hereby assign, transfer and set over all of the right, title and interest of the Assignee under the Conditional Sale Agreement and said Agreement and

Assignment and in and to the Equipment to the Successor Assignee, its successors and assigns, and the Successor Assignee does hereby accept said assignment.

ARTICLE THREE

The Conditional Sale Agreement and said Agreement and Assignment are in all respects otherwise ratified and confirmed, and all the terms and conditions thereof shall be and remain in full force and effect.

ARTICLE FOUR

This Supplemental Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

ARTICLE FIVE

Any notice to the Successor Assignee hereunder or under the Conditional Sale Agreement or said Agreement and Assignment shall be deemed to be properly served if delivered or mailed to the Successor Assignee at Post Office Box 318, Church Street Station, New York, New York 10015, attention: Corporate Trust Division.

IN WITNESS WHEREOF, the Assignee and Successor Assignee have caused this instrument to be executed in their

respective names by their respective officers thereunto duly authorized, and their respective corporate seals to be affixed, duly attested, as of the date first above written.

CHEMICAL BANK, as Agent

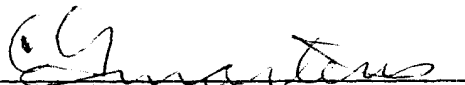
by



Senior Trust Officer

(Corporate Seal)

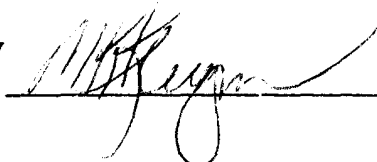
ATTEST:



Assistant Secretary

BANKERS TRUST COMPANY, as successor Agent

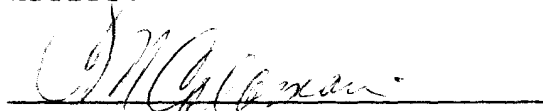
by



ASSISTANT VICE PRESIDENT

(Corporate Seal)

ATTEST:



Assistant Secretary

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On the 19th day of November 1976, before me personally appeared EE [unclear], to me personally known, who, being by me duly sworn, says that he is a 2nd Vice President of BANKERS TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Lyk Temple
Notary Public

LYK TEMPLE
Notary Public, State of New York
No. 20-0245,000
Qualified in New York County
Certificate filed in New York County
Commission Expires 11/11/82, 1977

ACKNOWLEDGMENT OF
NOTICE OF ASSIGNMENT

SEABOARD COAST LINE RAILROAD COMPANY hereby
acknowledges due notice of and consents to the assignment
made by the foregoing Supplemental Assignment as of November
22, 1976.

SEABOARD COAST LINE RAILROAD
COMPANY,

by

Leonard L. Anderson
Vice President and Treasurer